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Case No: 2:17-cv-04370-FMO-KS

# AMENDED STIPULATED PROTECTIVE ORDER

# PROTECTIVE ORDER

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- 1 -  
AMENDED STIPULATED PROTECTIVE ORDER

1 to Equifax. Disclosure of these documents would be detrimental to Equifax's  
2 position in the competitive marketplace of the consumer reporting industry.  
3 Additionally, the security of Equifax's database and consumers' credit information  
4 could be at risk absent a protective order as some requested documents contain  
5 information on accessing Equifax's computer system. The parties believe that  
6 these two interests—Equifax's interest in keeping its business practices secret from  
7 competitors and Equifax's and Plaintiff's joint interest in safeguarding consumers'  
8 credit information—constitute the "particularized showing" necessary under Fed.  
9 R. Civ. P. 26(c). *Kamakana v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1176  
10 (9th Cir. 2006) (parties must make a "particularized showing" under Rule 26(c)'s  
11 good cause requirement for court to enter protective order). Accordingly, and for  
12 good cause, the parties hereby stipulate to and petition the court to enter the  
13 following Stipulated Protective Order.

14 **2. DEFINITIONS**

15 2.1 Challenging Party: a Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 2.2 "CONFIDENTIAL" Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c).

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
21 Counsel (as well as their support staff).

22 2.4 Designating Party: a Party or Non-Party that designates information  
23 or items that it produces in disclosures or in responses to discovery as  
24 "CONFIDENTIAL."

25 2.5 Disclosure or Discovery Material: all items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, and tangible things), that are produced  
28 or generated in disclosures or responses to discovery in this matter.

1           2.6   Expert: a person with specialized knowledge or experience in a matter  
2           pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3           an expert witness or as a consultant in this action.

4           2.7   House Counsel: attorneys who are employees of a party to this action.  
5           House Counsel does not include Outside Counsel of Record or any other outside  
6           counsel.

7           2.8   Non-Party: any natural person, partnership, corporation, association,  
8           or other legal entity not named as a Party to this action.

9           2.9   Outside Counsel of Record: attorneys who are not employees of a  
10          party to this action but are retained to represent or advise a party to this action and  
11          have appeared in this action on behalf of that party or are affiliated with a law firm  
12          which has appeared on behalf of that party.

13          2.10 Party: any party to this action, including all of its officers, directors,  
14          employees, consultants, retained experts, and Outside Counsel of Record (and their  
15          support staffs).

16          2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
17          Discovery Material in this action.

18          2.12 Professional Vendors: persons or entities that provide litigation  
19          support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20          demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21          and their employees and subcontractors.

22          2.13 Protected Material: any Disclosure or Discovery Material that is  
23          designated as “CONFIDENTIAL” of “HIGHLY CONFIDENTIAL –  
24          ATTORNEY’S EYES ONLY.”

25          2.14 Receiving Party: a Party that receives Disclosure or Discovery  
26          Material from a Producing Party.

27    3.    SCOPE  
28

1 The protections conferred by this Stipulation and Order cover not only  
2 Protected Material (as defined above), but also (1) any information copied or  
3 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
4 compilations of Protected Material; and (3) any testimony, conversations, or  
5 presentations by Parties or their Counsel that might reveal Protected Material.  
6 However, the protections conferred by this Stipulation and Order do not cover any  
7 information that is in the public domain at the time of disclosure to a Receiving  
8 Party or becomes part of the public domain after its disclosure to a Receiving Party  
9 as a result of publication not involving a violation of this Order, including  
10 becoming part of the public record through trial or otherwise.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations  
13 imposed by this Order shall remain in effect until a Designating Party agrees  
14 otherwise in writing or a court order otherwise directs. Final disposition shall be  
15 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
16 or without prejudice; and (2) final judgment herein after the completion and  
17 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action,  
18 including the time limits for filing any motions or applications for extension of time  
19 pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under  
23 this Order must take care to limit any such designation to specific material that  
24 qualifies under the appropriate standards.

25 If it comes to a Designating Party's attention that information or items that it  
26 designated for protection do not qualify for protection, that Designating Party must  
27 promptly notify all other Parties that it is withdrawing the mistaken designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
3 under this Order must be clearly so designated before the material is disclosed or  
4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (*e.g.*, paper or electronic  
7 documents, but excluding transcripts of depositions or other pretrial or trial  
8 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each  
9 page that contains protected material. All information designated as  
10 “CONFIDENTIAL” shall be used solely for the purpose of this action, and no  
11 person receiving such information shall, directly or indirectly, use, transfer,  
12 disclose, or communicate in any way the information to any person other than those  
13 specified in paragraph 7.2. Any other use is prohibited. If only a portion or  
14 portions of the material on a page qualifies for protection, the Producing Party also  
15 must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings  
16 in the margins). A Party or Non-Party that makes original documents or materials  
17 available for inspection need not designate them for protection until after the  
18 inspecting Party has indicated which material it would like copied and produced.  
19 During the inspection and before the designation, all of the material made available  
20 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
21 identified the documents it wants copied and produced, the Producing Party must  
22 determine which documents, or portions thereof, qualify for protection under this  
23 Order. Then, before producing the specified documents, the Producing Party must  
24 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.  
25 If only a portion or portions of the material on a page qualifies for protection, the  
26 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making  
27 appropriate markings in the margins).

28 (b) for testimony given in deposition or in other pretrial or trial

1 proceedings, that the Designating Party identify on the record, before the close of  
2 the deposition, hearing or other proceeding, all protected testimony that contains  
3 confidential information, may be designated “CONFIDENTIAL” and thereby  
4 obtain the protections accorded other “CONFIDENTIAL” information. All  
5 information designated as “CONFIDENTIAL” shall be used solely for the purpose  
6 of this action, and no person receiving such information shall, directly or indirectly,  
7 use, transfer, disclose, or communicate in any way the information to any person  
8 other than those specified in paragraph 7.2. Any other use is prohibited.

9 (c) for information produced in some form other than documentary and  
10 for any other tangible items, that the Producing Party affix in a prominent place on  
11 the exterior of the container or containers in which the information or item is stored  
12 the legend “CONFIDENTIAL.” All information designated as “CONFIDENTIAL”  
13 shall be used solely for the purpose of this action, and no person receiving such  
14 information shall, directly or indirectly, use, transfer, disclose, or communicate in  
15 any way the information to any person other than those specified in paragraph 7.2.  
16 Any other use is prohibited. If only a portion or portions of the information or item  
17 warrant protection, the Producing Party, to the extent practicable, shall identify the  
18 protected portion(s).

19 (d) If a party believes in good faith that, despite the provisions of  
20 this Protective Order, there is a substantial risk of identifiable harm if particular  
21 documents or deposition testimony it designates as “CONFIDENTIAL” are  
22 disclosed to all other Parties or non-parties to this action, the producing Party may  
23 designate the particular information as “HIGHLY CONFIDENTIAL—  
24 ATTORNEY’S EYES ONLY.” Information marked “HIGHLY CONFIDENTIAL  
25 – ATTORNEY’S EYES ONLY” receive the same protections as  
26 “CONFIDENTIAL” information but is further limited in how it may be used or  
27 disseminated. All information designated as “HIGHLY CONFIDENTIAL—  
28 ATTORNEY’S EYES ONLY” shall be used solely for the purpose of this action,

1 and no person receiving such information shall, directly or indirectly, use, transfer,  
2 disclose, or communicate in any way the information to any person other than those  
3 specified in paragraph 7.3. Any other use is prohibited.

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
5 failure to designate qualified information or items does not, standing alone, waive  
6 the Designating Party's right to secure protection under this Order for such  
7 material. Upon timely correction of a designation, the Receiving Party must make  
8 reasonable efforts to assure that the material is treated in accordance with the  
9 provisions of this Order.

## 10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may mount a  
12 challenge to the designation of material as "CONFIDENTIAL" at any time.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process by providing written notice of each designation it is challenging  
15 and describing the basis for each challenge. To avoid ambiguity as to whether a  
16 challenge has been made, the written notice must recite that the challenge to  
17 confidentiality is being made in accordance with this specific paragraph of the  
18 Protective Order. The parties shall attempt to resolve each challenge in good faith  
19 and must begin the process by conferring directly (in voice to voice dialogue; other  
20 forms of communication are not sufficient) within 14 days of the date of service of  
21 notice. In conferring, the Challenging Party must explain in writing the basis for its  
22 belief that the confidentiality designation was not proper and must give the  
23 Designating Party an opportunity to review the designated material, to reconsider  
24 the circumstances, and, if no change in designation is offered, to explain the basis  
25 for the chosen designation. A Challenging Party may proceed to the next stage of  
26 the challenge process only if it has engaged in this meet and confer process first.

27 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
28 court intervention, the Party seeking the change ("Challenging Party") shall file and

1 serve a motion for appropriate relief under the appropriate rule within 21 days of  
2 the initial notice of challenge or within 14 days of the parties agreeing that the meet  
3 and confer process will not resolve their dispute, whichever is later. The Producing  
4 Party shall have the burden of proving that the information in question is within the  
5 scope of protection afforded by Fed. R. Civ. P. 26(c). Frivolous challenges by the  
6 Challenging Party, and those made for an improper purpose (e.g., to harass or  
7 impose unnecessary expenses and burdens on other parties) may expose the  
8 Challenging Party to sanctions. All parties shall continue to afford the material in  
9 question the level of protection to which it is entitled under the Producing Party's  
10 designation until the court rules on the challenge.

## 11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 case only for prosecuting, defending, or attempting to settle this litigation. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the litigation has been terminated, a  
17 Receiving Party must comply with the provisions of section 13 below (FINAL  
18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons  
21 authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as  
27 well as employees of said Outside Counsel of Record to whom it is reasonably  
28 necessary to disclose the information for this litigation;



1 (b) the officers, directors, and employees (including House Counsel) of  
2 the Receiving Party to whom disclosure is reasonably necessary for this litigation;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom  
4 disclosure is reasonably necessary for this litigation and who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff, professional jury or trial consultants,  
8 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
9 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
10 Bound” (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom disclosure is  
12 reasonably necessary and who have signed the “Acknowledgment and Agreement  
13 to Be Bound” (Exhibit A), unless otherwise covered in subparagraphs 7.2(a)-(e) or  
14 agreed by the Designating Party or ordered by the court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material must  
16 be separately bound by the court reporter and may not be disclosed to anyone  
17 except as permitted under this Stipulated Protective Order.

18 (g) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information.

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEY’S EYES  
21 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
22 in writing by the Designating Party, a Receiving Party may disclose any  
23 information or item designated “HIGHLY CONFIDENTIAL—ATTORNEY’S  
24 EYES ONLY” only to:

25 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
26 well as employees of said Outside Counsel of Record to whom it is reasonably  
27 necessary to disclose the information for this litigation;

28 (b) Experts (as defined in this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this litigation and who have signed the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (c) the court and its personnel;

4 (d) court reporters and their staff, professional jury or trial consultants,  
5 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
6 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
7 Bound” (Exhibit A);

8 (e) during their depositions, witnesses in the action to whom disclosure is  
9 reasonably necessary and who have signed the “Acknowledgment and Agreement  
10 to Be Bound” (Exhibit A), unless otherwise covered in subparagraphs 7.2(a)-(e) or  
11 agreed by the Designating Party or ordered by the court. Pages of transcribed  
12 deposition testimony or exhibits to depositions that reveal Protected Material must  
13 be separately bound by the court reporter and may not be disclosed to anyone  
14 except as permitted under this Stipulated Protective Order.

15 (f) the author or recipient of a document containing the information or a  
16 custodian or other person who otherwise possessed or knew the information.

17 7.4 Each person appropriately designated pursuant to paragraph 7.1(c) or  
18 7.2(b) to receive information marked as “CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall execute a  
20 “Acknowledgment and Agreement to Be Bound” in the form attached as Exhibit A.  
21 If such person shall receive Designated Information from more than one Party, a  
22 separate Written Assurance shall be executed for each set of Protected Information.  
23 Counsel for the receiving party seeking to disclose Protected Information to a  
24 person executing an “Acknowledgment and Agreement to Be Bound” shall be  
25 named in the “Acknowledgment and Agreement to Be Bound,” and shall provide a  
26 copy of the “Acknowledgment and Agreement to Be Bound” to counsel for the  
27 Designating Party prior to disclosure of the Protected Information to the person  
28 executing the “Acknowledgment and Agreement to Be Bound.” If a Party objects in

1 writing to such disclosure prior to disclosure, no disclosure shall be made until the  
2 Party seeking disclosure obtains the prior approval of the Court or the objecting  
3 Party.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
5 IN OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation  
7 that compels disclosure of any information or items designated in this action as  
8 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL—ATTORNEY’S EYES  
9 ONLY,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification  
11 shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or  
13 order to issue in the other litigation that some or all of the material covered by the  
14 subpoena or order is subject to this Protective Order. Such notification shall include  
15 a copy of this Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be  
17 pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served  
19 with the subpoena or court order shall not produce any information designated in  
20 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY’S  
21 EYES ONLY” before a determination by the court from which the subpoena or  
22 order issued, unless the Party has obtained the Designating Party’s permission. The  
23 Designating Party shall bear the burden and expense of seeking protection in that  
24 court of its confidential material – and nothing in these provisions should be  
25 construed as authorizing or encouraging a Receiving Party in this action to disobey  
26 a lawful directive from another court.

27 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
28 PRODUCED IN THIS LITIGATION

1 (a) The terms of this Order are applicable to information produced by a  
2 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL-ATTORNEY’S EYES ONLY.” Such information produced by  
4 Non-Parties in connection with this litigation is protected by the remedies and relief  
5 provided by this Order. Nothing in these provisions should be construed as  
6 prohibiting a Non-Party from seeking additional protections.

7 (b) In the event that a Party is required, by a valid discovery request, to  
8 produce a Non-Party’s confidential information in its possession, and the Party is  
9 subject to an agreement with the Non-Party not to produce the Non-Party’s  
10 confidential information, then the Party shall:

11 (1) promptly notify in writing the Requesting Party and the Non-Party  
12 that some or all of the information requested is subject to a confidentiality  
13 agreement with a Non-Party;

14 (2) promptly provide the Non-Party with a copy of the Stipulated  
15 Protective Order in this litigation, the relevant discovery request(s), and a  
16 reasonably specific description of the information requested; and

17 (3) make the information requested available for inspection by the  
18 Non-Party.

19 (c) If the Non-Party fails to object or seek a protective order from this  
20 court within 14 days of receiving the notice and accompanying information, the  
21 Receiving Party may produce the Non-Party’s confidential information responsive  
22 to the discovery request. If the Non-Party timely seeks a protective order, the  
23 Receiving Party shall not produce any information in its possession or control that  
24 is subject to the confidentiality agreement with the Non-Party before a  
25 determination by the court. Absent a court order to the contrary, the Non-Party  
26 shall bear the burden and expense of seeking protection in this court of its Protected  
27 Material.

28 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

1 If a Receiving Party learns that, by inadvertence or otherwise, it has  
2 disclosed Protected Material to any person or in any circumstance not authorized  
3 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
4 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
5 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
6 the person or persons to whom unauthorized disclosures were made of all the terms  
7 of this Order, and (d) request such person or persons to execute the  
8 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
9 A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other  
14 protection, the obligations of the Receiving Parties are those set forth in Federal  
15 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
16 whatever procedure may be established in an e-discovery order that provides for  
17 production without prior privilege review. Pursuant to Federal Rule of Evidence  
18 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
19 of a communication or information covered by the attorney-client privilege or work  
20 product protection, the parties may incorporate their agreement in the stipulated  
21 protective order submitted to the court.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the court in the future, and nothing in this  
25 Protective Order shall be construed to prevent a Party from seeking such further  
26 provisions enhancing or limiting confidentiality as may be appropriate.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in  
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
3 any ground to use in evidence of any of the material covered by this Protective  
4 Order.

5 12.3 Filing Protected Material. Without written permission from the  
6 Designating Party or a court order secured after appropriate notice to all interested  
7 persons, a Party may not file in the public record in this action any Protected  
8 Material. A party wishing to file Protected Material with the Court shall seek leave  
9 to file under seal in accordance with the appropriate rules.

10 12.4 Waiver. No action taken in accordance with this Protective Order  
11 shall be construed as a waiver of any claim or defense in the action or of any  
12 position as to discoverability or admissibility of evidence. Neither the entry of this  
13 Order nor the designation of any information as “Confidential,” or “Highly  
14 Confidential—Attorney’s Eyes Only,” nor the failure to make such designation,  
15 shall constitute evidence with respect to any issue in this action.

16 12.5 The Court retains the right to allow disclosure of any subject covered  
17 by this stipulation or to modify this stipulation at any time in the interest of justice.

18 12.6 The Parties cannot use or disclose any Protected Information in any  
19 pretrial court proceeding that is open to persons not authorized to have access to  
20 such Protected Information under the terms of this Order. This provision does not  
21 limit the right of any of the Parties to submit any Protected Information to the Court  
22 under seal as described above.

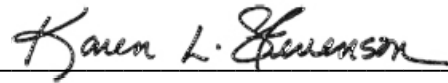
### 23 13. FINAL DISPOSITION

24 Within 60 days after the final disposition of this action, as defined in  
25 paragraph 4, each Receiving Party must return all Protected Material to the  
26 Producing Party or destroy such material. As used in this subdivision, “all Protected  
27 Material” includes all copies, abstracts, compilations, summaries, and any other  
28 format reproducing or capturing any of the Protected Material. Whether the

1 Protected Material is returned or destroyed, the Receiving Party must submit a  
2 written certification to the Producing Party (and, if not the same person or entity, to  
3 the Designating Party) by the 60 day deadline that (1) identifies (by category,  
4 where appropriate) all the Protected Material that was returned or destroyed and  
5 (2)affirms that the Receiving Party has not retained any copies, abstracts,  
6 compilations, summaries or any other format reproducing or capturing any of the  
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
8 archival copy of all court filings, even if such materials contain Protected Material.  
9 Any such archival copies that contain or constitute Protected Material remain  
10 subject to this Protective Order as set forth in Section 4 (DURATION).

11  
12 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

13  
14 Dated: July 20, 2018

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16 KAREN L. STEVENSON  
17 UNITED STATES MAGISTRATE JUDGE  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District of  
California on July 20, 2018 in the case of *Salazar v. Equifax Information Services  
LLC*, Case No. 2:17-cv-04370-FMO-KS. I agree to comply with and to be bound  
by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order. I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of  
this action.

I hereby appoint \_\_\_\_\_ [full name]  
of \_\_\_\_\_ [full address and telephone  
number] as my California agent for service of process in connection with this action  
or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_